Received by NSD/FARA Registration Unit 06/21/2018 10:57:24 AM OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filling of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name and Address of Registrant	2.	Registration No.
Ogilvy Government Relations		6565
3. Name of Foreign Principal Embassy of Qatar (through contract with Nelson, Mullins, Riley & Scarborough LLP)	4. Principal Address of Foreign Principal 2555 M St. NW Washington, DC 20037	······
5. Indicate whether your foreign principal is one of the follow Government of a foreign country Foreign political party Partnership Corporation Association Individual-State nationality		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Embassy of Qatar b) Name and title of official with whom registrant de N/A	eals	
7. If the foreign principal is a foreign political party, state:a) Principal addressb) Name and title of official with whom registrant d	lea l s	
c) Principal aim		

^{1 &}quot;Government of a foreign country," as defined in Section I(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

FORM NSD-3

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a) State the n	ature of the busine	ss or activity o	of this foreign prin	cipal.			
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b) Is this fore	ina mainainal.				•		
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	reign government.	•		. • .		•	Yes 🔲 No
Directed by a	foreign governmen	t, foreign polit	ical party, or othe	r foreign princ	ipal		Yes 🔲 No
Controlled by	a foreign governm	ent, foreign po	litical party, or oth	her foreign pri	ncipal		Yes 🔲 No
Financed by a	foreign governme	nt, foreign poli	tical party, or othe	r foreign prin	cipal		Yes 🗌 No
	oart by a foreign go	7. 7			-	1	Yes 🗆 No
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Explain fully all iten	is answered "Yes"	in Item 8(b).	(If additional space	e is needed o	full insert n	age must he i	used)
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

		,
1. Name of Registrant	2. Registration No.	1.416
Ogilvy Government Relations		0505
3. Name of Foreign Principal	^ =	

Name of Foreign Principal

Embassy of Qatar (through contract with Nelson, Mullins, Riley & Scarborough LLP)

Check Appropriate Box:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

 Registrant will advise Foreign Principal on outreach and engagement with key policy makers.

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			incipal include p	olitical activities as	defined in Section 1(0)	of the Act and in
the footnote belo	W? Yes 🔯	No 🗆				
f yes, describe a	Il such political a	ictivities indicating	g, among other tl	ings, the relations	, interests or policies to	be influenced
ogether with the	means to be emp	ployed to achieve	this purpose.		, ,	•
Registrant will a	dvise Foreign Pr	incipal on outread	:h and engagem	ent with key polic	y makers.	• •
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Ogilvy Government Relations

June 5, 2018

Personal & Confidential

Mr. Vinoda Basnayake
Of Counsel and Chair of DC Government Relations
Nelson, Mullins, Riley & Scarborough LLP
101 Constitution Avenue, NW, Suite 900
Washington, DC 20001

RE: Contract with Ogilvy Government Relations

Dear Mr. Basnayake,

This letter of engagement is between Ogilvy Government Relations and Nelson, Mullins, Riley & Scarborough LLP and relates to certain consulting services to be rendered by our Firm to you, the Client, with respect to the services described below:

CONSULTING AGREEMENT

Parties: This independent contractor agreement (Agreement) is made between Ogilvy Government Relations, (Firm) a government relations firm engaged in lobbying contacts and activity as defined by the Lobbying Disclosure Act (LDA), as amended, and any regulations and/or rules promulgated there under, and political activities as defined by the Foreign Agents Registration Act, as amended (FARA), and Nelson, Mullins, Riley & Scarborough LLP on behalf of the Embassy of Qatar (Client) (collectively the Parties).

<u>Scope of Work</u>: In conjunction with Client, Firm will advise Client on outreach and engagement with key policy makers.

Terms: The Parties acknowledge awareness and stated preference that this is an agreement for services as an independent contractor. The Parties will exert all manner of good faith and take all reasonable efforts to ensure performance and prevent repudiation by other parties connected with its activities which could affect its performance under this Agreement. Furthermore, as an independent contractor, Firm shall not be held liable for any breach or failure to perform under subsequent contracts entered into between Client and any third party.

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<u>Fees and Expenses</u>: In consideration of Firm's work under this Agreement, Client will pay a retainer fee of \$10,000 per month, for services beginning June 5, 2018, and remain in effect through May 31, 2019. Invoices will be distributed to the Client at the first of each month and fees are due within thirty days of Client's receipt of the invoice.

Client will not be responsible for either the withholding or the payment of Firm's taxes, judgments or any other mandatory or discretionary wage income garnishments as required by the law of any jurisdiction which may lay claim to such. Client will reimburse Consultant for only those reasonable out-of-pocket costs actually incurred by Consultant associated with the successful completion of the above-described services.

Compliance with Applicable Laws; Registration and Reporting: Firm and Client agree to comply with all applicable laws, including those under the Lobbying Disclosure Act, as amended, the Foreign Agents Registration Act, as amended (FARA), and any regulations and/or rules promulgated thereunder. Firm acknowledges and understands that Firm will be solely responsible for Firm's own compliance with all registration and reporting obligations imposed by FARA on Firm in connection with the services performed under this Agreement. Firm further acknowledges that, pursuant to Nelson Mullins' own reporting obligations under FARA in connection with its representation of the Embassy of Qatar, Nelson Mullins will be disclosing all payments made to Firm under this Agreement on Supplemental Statements filed with the Department of Justice.

Indemnification: Client agrees to defend, indemnify and hold harmless Firm from any and all liabilities, losses, claim, damages, demands, suits, causes of actions, judgments, costs or expenses (including attorneys' fees and disbursements) which may incur as a result of any damage or injury sustained as a result of Client's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law; (any property damage, personal injury or death which results from Client's actions. Firm shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Firm is a defendant or target, such approval not to be unreasonably withheld. Client agrees that Firm shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Firm and that such matters will not be settled without Firm's consent, which consent shall not be unreasonably withheld. If, in Firm's reasonable judgment, a conflict exists in the interests of Firm and Client in such demand, suit, investigation or cause of action, Firm may retain its own counsel whose reasonable fees shale be paid by Client. Firm agrees to defend, indemnify and hold harmless Client from any and all liabilities, losses, claim, damages, demands, suits, causes of actions, judgments, costs or expenses (including attorneys' fees and disbursements) which may incur as a result of any damage or injury sustained as a result of Firm's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law; (any property damage, personal injury or death which results from Firm's actions. Client shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Client is a defendant or target, such approval not to be unreasonably withheld. Firm agrees that Client shall have the right to control and

1111 19th Street NW Suite 1100 Washington, DC 20036 T 202-729-4200 F 202-530-9777 www.ogilvygr.com participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Client and that such matters will not be settled without Client's consent, which consent shall not be unreasonably withheld. If, in Client's reasonable judgment, a conflict exists in the interests of Client and Firm in such demand, suit, investigation or cause of action, Client may retain its own counsel whose reasonable fees shale be paid by Firm.

Governing Law: This Agreement shall be governed by and interpreted in accordance with the applicable provisions of the substantive and procedural laws of the State of New York.

<u>Confidentiality</u>: In agreement with Client, Firm acknowledges that it may become aware of information, practices, or policies that Client may wish to keep confidential. Firm agrees to maintain that confidentiality and not disclose to any outside party such information either during the period of this contract or thereafter, to extent permitted by law

<u>Severability and Savings Provision</u>: Firm and Client desire that this Agreement be enforced to the greatest degree possible. If any part of this Agreement is held to be unenforceable, void, overly burdensome or invalid, then the remaining parts shall continue to be valid and enforceable as though the invalid portions were not a part.

<u>Separate Agreement</u>: These limitations form a separate and independent agreement which survives termination of the underlying contract between Client and Firm. The failure of Client or Firm to insist on strict performance of this Agreement in any instance shall not be deemed a waiver or relinquishment of its right to seek strict performance and the Agreement shall continue in full force and effect.

<u>Survival</u>: All of the warranties and representations contained in this Agreement shall survive termination of this Agreement.

Renewal and Termination: This Agreement may be extended on such terms and conditions as are mutually agreeable. This Agreement may be terminated by either the Client or the Firm upon thirty (30) days written notice to the other party, without cause, notwithstanding the other provisions within this Agreement.

Entire Understanding: This Agreement contains the entire understanding between the parties with respect to this subject matter and supersedes all prior and contemporaneous understandings relating to this subject matter. No amendment, modification or waiver of this Agreement may be accomplished without a written instrument signed by both parties.

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By signing below the parties are agreeing to the terms and conditions set out herein and binding ourselves contractually to each other. The parties also bind their successors and assigns with respect to all covenants of this Agreement.

Ogilvy Government Relations

Mr. Christopher Giblin

Date

Nelson, Mullins, Riley & Scarborough LLP

By: Mr. Vinoda Basnayake

Date

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